

GREGORY A. NYLEN (SBN 151129)
 GREENBERG TRAURIG, LLP
 2450 Colorado Avenue, Suite 400E
 Santa Monica, CA 90404
 Telephone: (310) 586-7700
 Facsimile: (310) 586-7800
 Email: nyleng@gtlaw.com

SCOTT GELIN (*Pro hac vice* pending)
 GREENBERG TRAURIG, LLP
 200 Park Avenue, 34th Floor
 MetLife Building
 New York, NY 10166
 Telephone: (212) 801-9200
 Facsimile: (212) 801-6400
 Email: gelins@gtlaw.com

WILLIAM J. GOINES (SBN 61290)
 KAREN ROSENTHAL (SBN 209419)
 GREENBERG TRAURIG, LLP
 1900 University Avenue, Fifth Floor
 East Palo Alto, CA 94303
 Telephone: (650) 328-8500
 Facsimile: (650) 328-8508
 Email: goinesw@gtlaw.com
 rosenhalk@gtlaw.com

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

DIANE VON FURSTENBERG STUDIO, L.P.,
 Plaintiff,
 v.
 HAIHONG SUN D/B/A FASHION-INN,
 DAVID SUN D/B/A FASHION-INN, JOHN
 DOES 1-15, AND XYZ CORPS. 1-15
 Defendants.

Civil Action No. C 07 5155 PVT

STIPULATED PERMANENT
 INJUNCTION AND JUDGMENT
 AND [PROPOSED] ORDER

1 Plaintiff DIANE VON FURSTENBERG STUDIO, ("Plaintiff"), and Defendants HAIHONG
2 SUN D/B/A FASHION-INN, DAVID SUN D/B/A FASHION-INN ("Defendants"), hereby submit this
3 Stipulated Permanent Injunction and Judgment and [Proposed] Order as to Defendants.
4

5 DATE: February 5, 2008

GREENBERG TRAURIG, LLP

7 By: /s/ Karen Rosenthal
8 Karen Rosenthal
9 Attorneys for Plaintiff,
Diane von Furstenberg Studio, L.P.

10 DATE: February 3, 2008

HAIHONG SUN D/B/A FASHION-INN

12 By: /s/ Haihong Sun
13 Haihong Sun

14 DATE: February 3, 2008

DAVID SUN D/B/A FASHION-INN

16 By: /s/ David Sun
17 David Sun

[PROPOSED] ORDER

Plaintiff DIANE VON FURSTENBERG STUDIO, L.P. (“DVF” or “Plaintiff”) having commenced this action for an injunction and other relief against Defendants HAIHONG SUN D/B/A FASHION-INN, DAVID SUN D/B/A FASHION-INN, (collectively, “Defendants”), pursuant to the Lanham Act (15 U.S.C. § 1051 et seq.), as amended by the Trademark Counterfeiting Act of 1984, Public Law 98-473 (the “Lanham Act”), and under the laws of the State of California, for trademark counterfeiting, trademark infringement, trademark dilution, unfair competition and false designation of origin, unjust enrichment, and misappropriation for the reason that the Defendants are alleged to be engaged in manufacturing, importing, exporting, marketing, advertising, distributing, offering for sale and/or selling goods (“Counterfeit Products”) bearing counterfeit reproductions of Plaintiff’s federally registered trademarks and trade names as defined in Plaintiff’s Complaint (collectively, “Plaintiff’s Trademarks”); and

Defendants having entered into a Settlement Agreement with Plaintiff and having stipulated to entry of this Permanent Injunction and Judgment; and

Plaintiff and Defendants, having indicated above their consent to the form an entry of this Stipulated Permanent Injunction and Judgment,

IT IS HEREBY ORDERED that Defendants, their officers, agents, servants, employees, attorneys, confederates, and any other persons acting for, with, by, through, under, or in active concert or participation with them, are permanently enjoined and restrained from:

(a) Using Plaintiff’s Trademarks or any reproduction, counterfeit, copy, or colorable imitation of Plaintiff’s Trademarks, alone or in combination with any word or words that so resemble each said trademark as to be likely to cause confusion, deception, or mistake, on or in connection with the import, export, manufacture, distribution, advertisement, promotion, offer for sale and/or sale of products which are not genuine products of Plaintiff, or in any manner likely to cause others to believe that Defendants’ or another’s products are connected with Plaintiff or Plaintiff’s genuine products bearing Plaintiff’s Trademarks; and

(b) Passing off, inducing or enabling others to sell or pass off any products that are not Plaintiff’s genuine merchandise as and for genuine products of Plaintiff; and

(c) Committing any other acts calculated to cause purchasers or prospective purchasers to believe that Defendants' or another's products are Plaintiff's genuine merchandise unless they are such; and

(d) Manufacturing or arranging the manufacture of, importing, exporting, shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing, or disposing of, in any manner, any labels, dresses or other items falsely bearing Plaintiff's Trademarks, logos or trade names or any reproduction, counterfeit, copy, or colorable imitation of same; and

(e) Making any representations, orally or in writing, to any member or segment of the public, that they are authorized, licensed or otherwise permitted by Plaintiff to manufacture, export, import, ship, deliver, distribute, offer for sale and/or sell Plaintiff's products unless they are such; and


(f) Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subparagraphs (a) through (e).

IT IS FURTHER ORDERED that Defendants, through their signatures above, and counsel for the Plaintiff may indicate the parties' consent to the terms of the Stipulated Permanent Injunction and Judgment by signing multiple counterparts, and that a faxed signature shall be deemed an original signature; and

IT IS FINALLY ORDERED that this Court has jurisdiction over the parties, and the subject matter of this action. This Court shall retain jurisdiction to the extent necessary to enforce this Permanent Injunction and Judgment and the Settlement Agreement between the parties, which is hereby made a part hereof and incorporated by reference, and to determine any issues that may arise under either.

SO ORDERED:

DATE: 2/29/08


 Hon. Patricia V. Trumbull
 United States Magistrate Judge
 District